

AGREEMENT FOR THE LEASE AND OCCUPANCY OF 27 ACKERS AVENUE

This AGREEMENT FOR THE LEASE AND OCCUPANCY of 27 Ackers Avenue, Brookline, MA is made this 1st day of July, 2015, by and between the Board of Selectmen of the Town of Brookline (hereinafter referred to as the "Town") with offices at 333 Washington Street, Brookline, Massachusetts, and _____ (hereinafter referred to as "the Occupant") of 27 Ackers Avenue, Brookline, Massachusetts.

WHEREAS, 27 Ackers Avenue, a town-owned two story wood frame dwelling, with a gross area of 700 square feet, located at 27 Ackers Avenue Street, Brookline, Massachusetts (hereinafter referred to as "the Property") and, by virtue of the authority given by the Town Meeting, the Director of Public Buildings has acted as overseer of the Property; and

WHEREAS, the Town seeks a new occupant for the Property; and

WHEREAS, the Selectmen seek to appoint a new occupant for the Property;

WHEREAS, the Town of Brookline, through its Chief Procurement Officer, with the assistance of the Director of Public Buildings solicited proposals in accordance with G.L. c. 30B for the lease and occupancy for the Property; and

WHEREAS, the Town, in soliciting such proposals, desire to have the aforesaid real Property preserved; and

WHEREAS, proposals were opened on _____ and the proposal from _____ for the occupant was reviewed, a copy of which is attached hereto; and

WHEREAS, the Town, after consultation with the Director of Public Buildings, allows the Property to be used and occupied by _____ and to appoint him/her also as Occupant of the Property, including the contiguous grounds, for the period commencing July 1, 2015 and running to and including May 31, 2018, unless such period is earlier terminated as herein provided; and

WHEREAS, _____ agrees to Lease and Occupy the Property in accordance with the terms and conditions set forth herein; and

WHEREAS, _____ hereby accepts the above appointment as the Occupant upon the terms and conditions set forth herein;

NOW THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the Occupant agrees to the following terms and conditions for the Lease and Occupancy of the Property and for the provision of Occupant services:

I. THE USE AND OCCUPANCY

1. The Property

The Town, in consideration of the covenants and agreements set forth herein hereby grants to _____, the resident Occupant the use and occupancy of 27 Ackers Avenue, located at 27 Ackers Avenue, Brookline, Massachusetts.

2. Term

The term of this Occupancy shall be for three (3) years, commencing on July 1, 2015 and ending on May 31, 2018 unless sooner terminated as herein provided.

3. Utilities; Use of Property

The Occupant acknowledges that the Property is currently serviced by all necessary utilities and the Town agrees that it shall not interfere with such utility service during the term of this Use and Occupancy. The Occupant covenants and agrees with the Town that, during the term of this Occupancy, the Occupant will pay all charges for the use of water, sewer, gas, electricity, telephone and other utility services rendered to the Property. The Occupant further agrees that any use of the Property shall be compatible with the requirements and the rights of the Town of Brookline.

4. Payment for Use and Occupancy

The Occupant shall pay \$_____ per month to the Town of Brookline as proposed in its bid. Said monthly payment for the use and occupancy of the Property shall be due on the 1st of

each month and shall be made by check payable to the Town of Brookline and delivered to the Brookline Director of Public Buildings at 333 Washington Street, Brookline, MA 02445.

5. Improvements, Repairs, Renovations and/or Alterations

The Occupant shall not make any improvements, repairs, renovations or alterations to the Property other than ordinary maintenance.

6. Maintenance of the Property

The Occupant agrees to maintain the Property in a proper, safe and attractive condition, and in the same condition as they may be put in during the term of this Occupancy Agreement, reasonable wear and tear, damage by fire and other casualty only excepted, and whenever necessary. The Occupant shall not permit the Property to be overloaded, damaged, stripped or defaced, nor suffer any waste. The Occupant shall obtain written consent of the Town before erecting any sign on the Property.

7. Compliance With Law

The Occupant warrants that it will conform to all federal, state and local laws, ordinances, rules and regulations in its maintenance and operation of the Property.

8. Town's Right of Access

The Town or its authorized agent shall have the right, at reasonable times, to enter the Property (i) during the term of this Occupancy to view the Property and determine whether the terms and conditions hereof are being observed by the Occupant or to make any repairs or improvements authorized hereby, and (ii) during the last six months of said term, to show the same to prospective Occupants.

9. Expiration of Term; Removal of Equipment

At the end of the five-year Occupancy Agreement an additional five-year agreement may be negotiated if both the Town and the Occupant are in agreement as to fees and

responsibilities. The Occupant agrees at the end of this occupancy, however terminated, immediately to remove all of his/her equipment, goods and effects from the Property and immediately to yield to the Town the Property (together with all locks and keys thereto) free of all rubbish, signs and the like and in the same order and condition as the same are or may hereafter be put in, reasonable wear and tear and fire and other casualties only excepted. In the event of the Occupant's failure to remove any of the Occupant's property from the Property, the Town is hereby authorized, without liability to the Occupant for loss or damage thereto, and at the sole risk of the Occupant, to remove and store any of the property at the Occupant's expense, or to retain same under the Town's control, or to sell at public or private sale, without notice, any or all of the property not so removed and to apply the net proceeds of such sale to the payment of any sum due hereunder, or to destroy such property.

10. Town's Unilateral Right to Terminate Agreement and Evict Occupant for Cause

The Town shall have the unilateral right to terminate this Agreement for any breach of the terms contained herein or for other good cause. The Director of Public Buildings shall have the authority to issue all notices to evict the Occupant and/or terminate this Agreement.

11. Termination of Occupancy

The Occupant may terminate this Lease at any time upon ninety (90) days advance written notice to the Town if the Occupant in good faith shall determine that the Property is no longer adequate to meet its objectives. If the Occupant fails to perform any of its obligations hereunder and in accordance with the Proposal and such default continues uncured for more than ninety (90) days after written notice is given by the Town (or any other additional time granted by the Director of Public Buildings), the Town may then or at any time thereafter, without further demand or notice, enter upon the Property, terminate the occupancy and repossess the Property as of the Town's former estate, expel the Occupant and anyone else claiming under the Occupancy, and remove its effects without being guilty of any manner of

trespass and without prejudice to any remedy for arrears of rent or preceding breach of agreement. The liability of Occupant upon a default hereunder shall be limited to fulfillment of its obligations under this Occupancy.

12. Indemnification and Liability

The Occupant shall save the Town harmless from all loss and damage of whatever kind or amount that may arise out of or in connection with this Occupancy or use of the Property by the Occupant or invitees or any other person using said Property during the term of this Occupancy, and for any loss and damage occasioned by the use or escape of water or by the bursting of pipes, as well as from any claim or damage resulting from neglect in failing to remove snow and ice from the roof of the Building or by any nuisance made or suffered on the occupied Property, unless such loss is caused by the negligence of the Town.

13. Insurance Coverage

The Town shall maintain insurance for the Property at its discretion.

14. Fire, Casualty

Should a substantial portion of the Property, or of the property of which they are a part, be substantially damaged by fire or other casualty, the Town may elect to terminate this Occupancy; when such fire or casualty renders the Property substantially unsuitable for their intended use, a just and proportionate abatement of rent shall be made, and the Occupant may elect to terminate this Occupancy if:

- (a) The Town fails to give written notice within thirty (30) days of intention to restore the Property; or
- (b) The Town fails to restore the Property to a condition substantially suitable for their intended use within ninety (90) days of said fire or casualty.

15. Mechanic's Liens

With respect to any work approved by the Town, the Occupant agrees that at least three (3) days before any construction work, labor or materials are done, used or expended by

Occupant by any person, firm, corporation or by any contractor, that Occupant will post and record, or cause to be posted and recorded, as provided by law, a notice of non-responsibility on behalf of Town, giving notice that Town is not responsible for any work, labor or materials used or expended or to be used or expended on the Property. The Occupant shall not permit any mechanics' liens, or similar liens, to remain upon the Property for labor and material furnished to the Occupant or claimed to have been furnished to the Occupant in connection with work of any character performed or claimed to have been performed at the direction of the Occupant and shall cause any such lien to be released of record forthwith without cost to the Town.

16. Default and Bankruptcy

In the event that:

- (a) the Occupant shall default in the payment of any sum herein specified and such default shall continue for ten (10) days after written notice thereof; or
- (b) the Occupant defaults in the observance or performance of any other of the Occupant's covenants, agreements or obligations hereunder and such default is not corrected within thirty (30) days after written notice thereof; or
- (c) the Occupant shall be declared bankrupt or insolvent according to law, or if any assignment shall be made of Occupant's property for the benefit of creditors;

then the Town shall have the rights thereafter, while such default continues, to re-enter and take complete possession of the Property, to declare the term of this Occupancy Agreement ended, and remove the Occupant's effects, without prejudice to any remedies which might be otherwise used for arrears of rent or other default. The Occupant shall indemnify the Town against all loss of rent and other payments, which the Town may incur by reason of such termination during the residue of the term including reasonable attorneys' fees.

If the Occupant shall default, after reasonable notice thereof, in the observance or performance of any conditions or covenants on the Occupant's part to be observed or

performed under or by virtue of any of its provisions in any article of this Occupancy Agreement, the Town, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of the Occupant.

If the Town makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations incurred, with interest at the rate of twelve (12%) per cent per annum, shall be paid to the Town by the Occupant as additional rent.

17. Notices

Any notice required or permitted hereunder shall be in writing and shall be hand delivered, or sent by overnight commercial carrier, or sent by registered or certified mail, postage prepaid, return receipt requested, addressed, if to the Town, to the "Director of Public Buildings, 333 Washington Street, Brookline, MA 02445," and if to the Occupant to " _____ " Notice if mailed as aforesaid shall be deemed received two (2) days after the mailing date.

18. Entire Agreement

This instrument and any Exhibits attached hereto contain the entire and exclusive agreement between the parties and supersede and terminate all prior or contemporaneous arrangements, understandings and agreements, whether oral or written. This Occupancy Agreement may not be amended or modified except by a writing executed by the Town and the Occupant.

The Town has made no representations or warranties other than those contained in this Occupancy Agreement.

19. Governing Law and Severability

This Occupancy Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts. In the event any provision of this Occupancy

Agreement shall be determined to be invalid or unenforceable under applicable law such provision shall, insofar as possible, be construed or applied in such manner as will permit enforcement; otherwise this Occupancy Agreement shall be construed as if such provision had never been made part hereof.

20. Assents

No assent, express or implied, by one party to any breach of any covenant or condition herein contained on the part of the other to be performed or observed shall be deemed to assent to any succeeding breach of the same, or to assent to any other covenant or condition. Nor shall any waiver, express or implied, or failure by one party to insist on the other's prompt performance or observance of any such covenant or condition be so deemed.

21. Binding Effect

This Occupancy Agreement shall be binding upon and inure to the benefit of all successors and assigns of the parties hereto.

22. Headings

The headings used are used only for convenience of reference and are not to be considered a part of the Occupancy Agreement or to be used in determining the intent of the parties hereto.

23. Assignment

The Occupant shall not assign this Occupancy Agreement nor sublet all or any part of the Property without the Town's prior written consent, taking into account the intent of the parties that the Property be preserved and maintained for the benefit of the Town of Brookline, its citizens.

24. Quiet Enjoyment

The Town covenants and agrees that the Occupant, upon performing and observing the covenants, conditions and agreements hereof upon the part of Occupancy to be performed and observed, shall and may peaceably hold and enjoy the said Property during the term hereof, without any interruption or disturbance from the Town or others claiming rights through the Town, subject, however, to the terms of this Occupancy. This covenant shall be construed as running with the land to and against subsequent owners and successors in interest.

25. Other Provisions

The Occupant also agrees:

- a. that there will be no bright lights shining or noise coming from the Property that will disrupt the neighborhood.
 - b. that no commercial or business signs shall be placed on the Property.
1. The Occupant will not make, or consent to the making of, any changes to any part of the structure of the Property, to any woodwork, plaster, or any painted surfaces, to any wallpapers or wall treatment, to the arrangement of furniture and furnishings in exhibition areas, or to any features of the grounds, such as fences, trees, shrubbery, gardens, paths or roadways, without previous consultation with and specific written approval in each instance by the Director of Public Buildings of the Town of Brookline.
2. The Occupant will not conduct or consent to the conducting of any gainful occupation or other activity on the Property detrimental to its preservation or to its tax-exempt status.
3. The Occupant will use his best efforts to help keep in good repair and condition all heating, plumbing, and lighting fixtures and facilities. The Occupant shall be responsible for grounds maintenance, the removal of ice and snow from walkways and steps around the House, and the upkeep of the Property in a safe and proper condition for use by the public.

4. The Occupant will, on a regular basis, inspect all portions of the Property and promptly report to the Director of Public Buildings of the Town of Brookline observed needs for property repair, restoration or maintenance.
5. The Occupant will immediately notify the Director of Public Buildings of the Town of Brookline of any fire, casualty or damage affecting any of the Property.
6. The Director of Public Buildings will retain or will be furnished with duplicates of all keys to the Property and any other security codes. The Occupant will permit monthly inspections by Town officials of all parts of the Property at all reasonable times.
7. The Occupant shall be responsible for his own personal telephone service, utilities, heat (fuel and equipment maintenance) and payment for such services.
8. The Occupant shall keep in good repair and condition, free from waste, all approved improvements made for the Occupant's comfort and convenience, repair or damage by fire or unavoidable casualty excepted.
9. The Occupant agrees to terminate use of the living quarters and to remove therefrom all goods and effects at or prior to the date of expiration or earlier termination of this Agreement and hereby authorizes the Director of Public Buildings thereafter to expel any person then using the Property and to remove and store at a public warehouse or elsewhere all goods and effects then still remaining, and hereby agrees to hold the Town indemnified and harmless against all expenses incurred and damage sustained in connection with any such expulsion, removal, or storage.
10. This Agreement is personal and non-assignable on the part of the Occupant, and does not create a relationship of employer and employee or Landlord and Tenant.
11. Town's Unilateral Right to Terminate Agreement and Evict Occupant for Cause

The Town shall have the unilateral right to terminate this Agreement for any breach of the terms contained herein or for other good cause. The Director of Public Buildings shall have the authority to issue all notices to evict the Occupant and/or terminate this Agreement.

IN WITNESS WHEREOF the undersigned executes this Use and Occupancy and Occupant Services Agreement in multiple counterparts, each of which shall be deemed to be an original, this _____, 2015.

BY _____
Name, title, and signature of officer authorized to sign

TOWN OF BROOKLINE, MASSACHUSETTS

BY _____ Comptroller
and

BY _____ Chief Procurement Officer

Agreement approved and dated by the Town of Brookline _____

LANDLORD AND TENANT FURTHER COVENANT AND AGREE

For the Lease and Occupancy of 27 Ackers Avenue:

That during the term of this Lease and for such other and further period as the said Tenant shall occupy the said premises all of the terms, covenants and conditions contained herein shall remain in full force and effect.

1. Heat, Gas, and Water: The Tenant shall pay, as they become due, all bills for electricity and other utilities, whether they are used for furnishing heat or other purposes, that are furnished to the demised premises.

If ANY utilities are not kept current, the tenant agrees to terminate this lease and give up the property's occupation at the Town of Brookline's discretion.

2. Satellite Service: For any satellite service, the tenant must first get the permission of the Town for the installation and location of the dish.

3. Care of Premises: The Tenant shall not paint, decorate or otherwise embellish and/or change and shall not make nor suffer any additions or alterations to be made in or to the leased premises without the prior written consent of the Town of Brookline, nor make nor suffer any strip or waste, nor suffer the heat or water to be wasted, and at the termination of this lease shall deliver up the leased premises and all property belonging to the Town in good, clean condition, reasonable wear and tear excepted.

No washing machine, air-conditioning unit, space heater, clothes dryer, television or other arials, or other like equipment shall be installed without the prior written consent of the Town.

Tenant agrees to utilize felt pads under furniture legs when used on hardwood floors.

Tenant shall be responsible for minor repairs – repairs that can be done without the services of a professional, i.e. changing a light bulb in a fixture. The Town of Brookline is not responsible for light bulbs or batteries in smoke detectors. The Tenant shall check each and all smoke alarms weekly, replacing the battery as needed with an alkaline battery to ensure that adequate warning is provided. The Tenant is responsible for their trash receptacles. The Tenant shall move the trash receptacles to the curb for weekly pick up the night or early morning before the scheduled pickup and then must relocate the trash receptacles back to the side of the garage by 6 pm of the day of the trash pick-up.

No waterbeds, water filled furniture shall not be permitted in the Premises.

It is agreed that the Tenant will keep and maintain all portions of the building left to him or her by the terms of this contract in a as good a state of repair as the same are turned over to the Tenant. This means woodwork, walls, floors, ceilings, windows, screens, doors, carpet, shades, electric, grounds, plumbing, and outside storage, all of which may be inspected by the landlord on notice from the tenant of intent to vacate and in no event will this lease terminate unless the foregoing is acceptable to the Town. Normal uses without evident marks will not constitute violation.

The Tenant agrees to be responsible to pay for the repair of any damage done to any of the buildings or grounds by any of the Tenants' family or guests.

4. Fire, Other Casualty: If the leased premises, or any part thereof, or the whole or a substantial part of the building of which they are a part, shall be destroyed or damaged by fire or other Casualty after the execution hereof and during said term, or any extension or renewal thereof then this lease and said term shall terminate at the option of the Town of Brookline by notice to the Tenant. If this lease and said term are not so terminated, then in case any such destruction of or damage to the leased premises, or to the common areas of the building customarily used by the Tenant for access to and egress from the leased premises, rendering the same or any part thereof unfit for use and occupation, a just proportion of the rent herein before reserved, according to the nature and extent of the damage to the leased premises, shall be suspended or abated until the elapsed premises shall have been put in proper condition for use and occupation.

5. Disturbance, Illegal Use: Neither the Tenant nor his family, friends, relatives, invitees, visitors, agents or servants shall make or suffer any unlawful, noisy or otherwise offensive use of the leased premises, nor commit or permit any nuisance to exits thereon, nor cause damage to the leased premises nor create any substantial interference with the rights, comfort, safety or enjoyment of the Town or other occupants of the same or any other apartment, nor make any use whatsoever thereof than as and for a private residence. The Tenant shall not engage in , or allow any other person, pet or animal to engage in, any conduct that will disturb the quiet and peaceable enjoyment of the other tenants, neighbors, landlord, or use the property for any purpose whatsoever that violates the laws of the United States, the State of Massachusetts or the Town of Brookline.

No articles shall be hung or shaken from the windows, doors, porches, balconies, or placed upon the exterior windowsills.

6. Failure to vacate: Occupancy by the Tenant after termination of this lease shall, at the option of the Town, constitutes a waiver of the termination unless an agreement with respect to such occupancy shall have been previously made in writing between the parties hereto. In any event the terms and conditions agreed to in the lease should apply as long as the occupant remains in occupancy.

7. Insurance: Tenant understands and agrees that it shall be the Tenant's own obligation to insure his personal property. Town of Brookline has obtained insurance to cover the Town's interest and liability, but does not insure the Tenant's belongings or negligence.

8. Keys and Locks: Upon expiration or termination of the lease, the Tenants shall deliver the keys of the premises to the Town. Delivery of keys by the Tenant to the Town, or to anyone on his behalf, shall not constitute a surrender or acceptance of surrender of the leased premises unless so stipulated in writing by the Town. In the event that the exterior door lock or locks in

the leased Premises are not in normal working order at any time during the term hereof, and if the Tenant reports such condition to the Town, then and in that event, the Town shall, within a reasonable period of time following receipt of notice from the Tenant of such condition, repair or replace such lock or locks. Locks shall not be changed, altered or replaced nor shall new locks be added by the Unit/House without the written permission of the Town. Any locks so permitted to be installed shall become the property of the Town of Brookline and shall not be removed by the Tenant. The Tenant shall promptly give a duplicate key to any such changed, altered, replaced or new lock to the Town.

9. Loss or Damage: The Tenant agrees to indemnify and save the Town harmless from all liability, loss or damage arising from any nuisance made or suffered on the leased premises by the Tenant, hi family, friends, relatives, invitees, visitors, agents or servants or from any carelessness, neglect or improper conduct of any such persons. All personal property in any part of the building within the control of the Tenant shall be at the sole risk of the Tenant. Subject to provisions of applicable law the Town shall not be liable for damage to or loss of property of any kind which may be lost or stolen, damaged or destroyed by fire, water, steam, defective refrigeration, elevators, or otherwise, while on the leased premises or in any storage space in the building or for any personal injury unless caused by the negligence of the Town.

10. Notices: The Tenant shall give the Town of Brookline a ninety days written notice if the Tenant plans on not renewing the lease.

11. Parking: Parking on the premises of the Town of Brookline will be with the written consent of the Town. Only 2 vehicles can be parked on the property at any one time. There is no street parking allowed in Brookline at night. Parking shall not block access driveway to Park in anyways. Cars shall be moved as necessary. Snow removal and vehicles will be the responsibility of the Tenant. The Tenant agrees to keep no more than two vehicles, including but not limited to trucks, motorcycles, and cars, on the premises. These vehicles must be both operable and currently licensed. The Tenant agrees not to repair any vehicles on the premises if the repairs will take more than twenty-four (24) hours, without prior written consent from the Town. Tenant agrees not to keep off-road vehicles, including but not limited to boats and trailer, without prior written consent from the Town.

12. Pets: No dogs or other animals, birds or pets shall be kept in or upon the leased premises without the Town's written consent; and consent so given may be revoked at any time. In the even such permission is given, damages to the apartment that are caused by the animals will be repaired by the Town. The Town will recover the costs of those repairs through a deduction in the security deposit.

13. Non-Performance or Breach By Tenant: If the Tenant shall fail to comply with any the Tenant shall be declared bankrupt, or insolvent according to law or if any assignment of the Tenant's property shall be made for the benefit of creditors, or if the premises appear to be abandoned lawful term, conditions, covenant, obligation, or agreement expressed herein or implied hereunder, or if then, and in any of the said cases and notwithstanding any license or waiver of any prior breach of any of the said terms, conditions, covenants, obligations, or agreements, the Town, without necessity or requirement of making any entry may (subject to the Tenant's rights under applicable law) terminate the lease by: proper notice per Massachusetts State Law. Any termination under this section shall be without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of any of the said terms, conditions, covenants, obligations or agreements.

14. Removal of goods: Tenant further covenants and agrees that if the Town shall remove Tenant's goods or effects, pursuant to the terms hereof or any Court order, the Town shall not be liable or responsible for any loss of or damage to Tenant's goods or effects and the Town's act of so removing such goods or effects shall be deemed to be the act of and for the account of Tenant, provided, however, that if the Town removes the Tenant's good or effects, he shall comply with all applicable laws, and shall exercise due care in the handling of such goods to the fullest practical extent under the circumstances.

15. Non-Surrender: Neither the vacating of the premises by Tenant, nor the delivery of keys to the Town shall be deemed surrender or an acceptance of the surrender of the leased premises, unless so stipulated in writing by the Town of Brookline.

16. Subletting, number of occupants: The Tenant shall not assign nor underlet any part or the whole of the leased premises, nor shall permit the leased premises to be occupied for a period longer than a temporary visit by anyone except the individuals specifically named in the first paragraph of this lease, their spouses, and any children born to them during the term of this lease or any extension or renewal thereof without first obtaining on each occasion the assent in writing of the Town. The Tenant will let no more than 2 guests stay overnight for a maximum period of seven (7) consecutive days in any two-month period without written consent from the Town. This limitation does not apply to immediate children of the tenant.

17. Security Deposit: A. The Town acknowledges receipt from the Tenant of 1 month's rent to be held by the Town during the term hereof, or any extension or renewal, as security for the full, faithful, and punctual performance by Tenant of all covenants and conditions of this lease on the Tenant's part to be performed or observed, including the obligation to pay rent; it being understood that said deposit is not to be considered prepaid rent, nor shall damages be limited to the amount of such security deposit. B. The Town shall return the amount of the security deposit to the Tenant within sixty (60) days after the termination of this lease or upon the Tenant's vacating the said premises completely together with all his goods and possessions, whichever shall last occur provide: (1) there is no damage to the leased premises; and (2) there is no breaches of any of the terms, covenants and conditions of the lease; and (3) there has been no breach or termination which may give rise to a cause of action under the indemnity provision of this lease; and (4) the Tenant is not otherwise indebted to the Town.

18. First Month & Last Month Rent: The Tenant shall give one month's rent to the Town before moving onto the premises for the payment of the first month's habitation within 5 days of signing this agreement. Last month's rent must be given to the Town within 30 days of signing this agreement.

19. Outside: The Tenant agrees to keep the lawn, landscaping, trees, and shrubs neat, clean, as needed to ensure a health and visually appealing homestead. This does not include mowing the lawn.